

RECEIVED

2011 JUN 27 PM 4:42

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

HAPAG-LLOYD/NYK MEXICO-
DOMINICAN REPUBLIC SLOT
EXCHANGE AGREEMENT
FMC Agreement No. 012064-001
First Revised Page No. 1

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Hapag-Lloyd/NYK Mexico-Dominican Republic Slot Exchange Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the parties identified in Article 3 hereof to exchange space on their respective services in the Trade (as hereinafter defined) in accordance with the terms hereof in order to provide more efficient service to shippers in the Trade.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. Hapag-Lloyd AG ("Hapag-Lloyd")
Ballindamm 25
20095 Hamburg, Germany
2. Nippon Yusen Kaisha ("NYK")
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91
Japan

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports on the Caribbean Coast of Mexico, ~~and~~ in the Dominican Republic and in Brazil, on the one hand, and ports on the East and Gulf Coasts of the United States, on the other hand (hereinafter, the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties shall exchange slots with each other on a one-for-one, used or unused basis. The initial exchange (the “basic allocation”), which will be arrived at after a phase-in period of several weeks during which a lesser amount of space may be exchanged, shall be as follows: NYK shall provide Hapag-Lloyd with 150 ~~100~~ slots and 15~~14~~ reefer plugs on each ~~northbound~~ sailing of its weekly ANS service ~~from Caucedo, Dominican Republic to Norfolk, New York and Savannah~~, and Hapag-Lloyd shall provide NYK with 150 slots and 15 ~~7~~ reefer plugs on each ~~northbound and southbound~~ sailing of its weekly GS1 service ~~operating between Caucedo, Veraacruz, Altamira and Houston and New Orleans~~. The Parties shall discuss and agree on the amount to be paid for reefer plugs used. There shall be no financial compensation for unused slots within the basic allocation.

5.2 The Parties are authorized to buy/sell slots to/from one another in addition to the basic allocation on an *ad hoc* basis in such amounts and on such terms and conditions as they may agree from time to time.

5.3 In the event a port call is cancelled, the Party receiving slots on the service will, if required, receive additional slots on the next sailing, based on average liftings to/from the cancelled port on three (3) previous sailings to call at the port cancelled, which amount may be reduced as the Parties may agree if the Party receiving slots has received adequate notice of the cancellation and was able to load additional cargo at other ports called by that same sailing. The Parties hereto shall

HAPAG-LLOYD/NYK MEXICO-
DOMINICAN REPUBLIC SLOT
EXCHANGE AGREEMENT
FMC Agreement No. 012064-001
First Revised Page No. 7

11.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. Unless otherwise agreed, neither Party shall be deemed the agent of the other for the purpose of this Agreement and/or for any matters or things done or not done under or in connection with this Agreement.

11.3 Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by e-mail or fax confirmed by courier or registered mail, to the following addresses:

Hapag-Lloyd:

Mr. Kartsen Warncke
Hapag-Lloyd AG
4150 Ship Operations & Cooperations
Ballindamm 25
20095 Hamburg
Tel. 49-40-3001-2190
E-Mail: karsten.warncke@hlag.com

NYK:

Mr. ~~Kohei Omura~~ ~~Shigeatsu Kikuchi~~
Ms. ~~Lilian Goh~~ ~~Mr. Mauricio Campello~~
NYK Group South Asia Pte Ltd. ~~Line Sao Paulo~~
~~Av Paulista 854, 17th Floor~~
~~Sao Paulo, SP - Brazil - 01310-913~~
~~Tel. 55-11-3371-4239~~
~~E-Mail: shigeatsu.kikuchi@nykline.com.br~~
~~mauricio.campello@nykline.com.br~~
1 HarbourFront Place
#13-01 HarbourFront Tower One
Singapore 098633
Tel: 65 6862 2028
E-Mail: kohei_omura@sg.nykline.com
Lilian_goh@sg.nykline.com

11.4 Except for those terms set forth herein or otherwise required by law to be disclosed, all understandings reached and all data and information exchanged or reviewed by the Parties pursuant to this Agreement with respect to the services to be operated hereunder shall be regarded as confidential and no Party shall divulge any